

**Mary Ellen Vanderventer
Lake County Recorder**

18 N County St.
Waukegan, IL 60085
847-377-2575
www.lakecountyil.gov/recorder

**On-Line Internet Service Agreement
Lake County Recorder's Office**

This Agreement to provide On-Line Internet Access is hereby entered into this

_____, by and between the Lake County Recorder and
_____ (the "Subscriber").

Recorder's Obligations. Subject to the General Terms printed on the reverse side hereof, the Recorder agrees to provide access to the Lake County Recorder's Real Estate Records, via Internet connection.

Subscriber's Obligations. Subject to the General Terms printed on the reverse hereof, the Subscriber agrees to pay \$50.00 per user, paid monthly. Copies of documents will be billed at the rate of \$1.00 per page. Viewing documents is included at no charge. The Recorder will send monthly statements and payment is due upon receipt. If an account becomes delinquent for any reason, the Subscriber's password will be deactivated until the account is paid in full. Fees may be subject to change at any time, at the sole discretion of the Recorder. Initial fee of \$50.00 will be due with signed Agreement.

General Terms. This Agreement is subject to the General Terms printed on the reverse hereof.

Disclaimer of Warranties. Internet Access and all data are provided "as is," without warranty of any kind, expressed or implied.

Certifications. The Subscriber certifies that the Subscriber has read this entire Agreement, including the General Terms printed on the reverse hereof. The Subscriber certifies that all individual users named on page 3 are employees of the Subscriber. The undersigned signatory on behalf of the Subscriber(s) certifies that the signatory has full authority to bind the Subscriber(s) to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

AGREED BY SUBSCRIBER:

RECORDER

By: _____

Print Name: _____

Mary Ellen Vanderventer
Lake County Recorder

Title: _____

Company: _____

Entitlements. The Recorder grants the Subscriber non-exclusive, non-refundable and revocable access to public records maintained by the Recorder through equipment located in Subscriber's office(s) to use solely in the regular course of the Subscriber's business. The Subscriber shall not assign any of the rights to this Agreement to a third party without the written consent of the Lake County Recorder. The Subscriber shall not duplicate or knowingly permit others to duplicate copies of the database, or sell copies of this database or images to a third party.

Additional Users. The Subscriber agrees to require each User to have the User's own non-transferable identification sign-on. The Subscriber may, at its option, add additional employees as individual users hereunder. The Subscriber further agrees to provide the Recorder with a list of all individual Users not identified on the face of this Agreement prior to their use of the access provided.

Term. The Agreement shall become effective immediately and shall remain in full force and effect until terminated as herein provided. This agreement shall be renewed automatically, subject to price changes, unless the Recorder is notified in writing or via email 30 days prior to expiration of the Agreement.

Limitation of Liability. The Subscribers exclusive remedy and the Recorder's entire liability hereunder, if any, for any claim(s) for damages made against them, individually or jointly, whether based on agreement or negligence, shall not exceed the amount of the last paid monthly license fee.

Waiver. Failure of either party to insist on strict compliance with the provisions of the Agreement shall not constitute a waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

Termination. The Recorder may terminate this Agreement at any time and for any reason, to include termination without cause and without notice.

Severability. Should any provisions contained within this Agreement be found, for any reason, to be invalid, illegal or unenforceable, it shall not affect any other provisions hereof, and this Agreement shall be constructed as if such invalid, illegal or unenforceable provision had never been contained herein.

Amendment of Agreement. Except otherwise provided herein, this Agreement may be amended, modified, renewed or supplemented only by a written instrument signed by the Recorder and the Subscriber.

Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Illinois. The venue and jurisdiction for any complaint at law shall be in the 19th Judicial Circuit Court, Lake County, Illinois.

Contact Information

Firm Name (The Subscriber) _____

Contact Person _____

Billing Address _____

Phone _____

Email address _____

User #1

Name _____ Email _____

User #2

Name _____ Email _____

User #3

Name _____ Email _____

User #4

Name _____ Email _____

Total Number of Users _____

\$50.00 per User. Total enclosed is \$ _____

If additional Users are needed, please list them on a separate piece of paper.

APPLICATION FOR MONTHLY BILLING
ON-LINE INTERNET SERVICE

Company Name: _____

Address: _____

Contact: _____

e-mail address: _____

Telephone: _____

FAX: _____

Internet Access Fee: \$50/monthly – per user

Documents: \$1.00 per page

I will pay my monthly statement by credit card:

yes _____ no _____

If yes, circle credit card type: DISCOVER M/C VISA

Credit Card #: _____

Expires: _____ V-Code: _____